

9-171A039

113

14911-A

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

JUN 20 1989 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

June 19, 1989

Ms. Neta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three fully executed counterparts of a First Supplemental Agreement dated as of May 31, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Trust Agreement dated as of February 27, 1986, which was duly filed and recorded on February 27, 1986 under Recordation Number 14911.

The names and addresses of the parties to the enclosed document are:

ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Deposit Insurance Bridge Bank, successor to
MBank Dallas, National Association (Resigning
Trustee)
1717 Main Street
Dallas, Texas 75221-2320

MTrust Corp. (Successor Trustee)
1717 Main Street
Dallas, Texas 75221-2320

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.


Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
June 19, 1989
Page Two

Kindly return two stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

First Supplemental Agreement dated as of May 31, 1989 between ACF Industries, Incorporated, Deposit Insurance Bridge Bank, successor to MBank Dallas, National Association (Resigning Trustee) and MTrust Corp. (Successor Trustee).

Very truly yours,


Charles T. Kappler

Enclosures

FIRST SUPPLEMENTAL AGREEMENT

RECORDATION NO. 14911-A
JUN 20 1989 - 11 15 AM
INTERSTATE COMMERCE COMMISSION

This First Supplemental Agreement, dated as of May 31, 1989 (the "Supplemental Agreement") is entered into by and among ACF Industries, Incorporated, a corporation organized and existing under the laws of the State of New Jersey (the "Company"), Deposit Insurance Bridge Bank, successor to MBank Dallas, National Association (the "Resigning Trustee"), and MTrust Corp, a Texas trust company (the "Successor Trustee") in order to supplement and amend that certain Equipment Trust Agreement dated February 27, 1986 among the Company and the Resigning Trustee, as amended to date (the "Agreement"). Terms used herein which are not separately defined are used as defined in the Agreement.

WHEREAS, the Resigning Trustee hereby indicates its desire to resign as Trustee and to have MTrust Corp, N.A., the Successor Trustee, succeed it in such capacity, and the Company is willing to accept the resignation of the Resigning Trustee and to appoint the Successor Trustee in its place pursuant to the terms of this Supplemental Agreement; and

WHEREAS, in accordance with Section 13.01 of the Agreement, the Resigning Trustee and the Company wish to amend certain provisions of the Agreement, which amendments do not materially adversely affect the interest of the holders of the Trust Certificates; and

WHEREAS, a Supplemental Agreement may be entered into pursuant to Section 13.01 of the Agreement, without the consent of the holders of the Trust Certificates, to make any change in the Agreement that does not materially adversely affect the interest of the holders of the Trust Certificates;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto, for themselves and the benefit of the holders of the Trust Certificates, without preference, priority or distinction among them, agree as follows:

1. Resignation and Appointment of Successor Trustee, Paying Agent and Registrar. The Resigning Trustee hereby confirms its resignation as Trustee, Paying Agent and Registrar under the Agreement, as of the effective date of this Supplemental Agreement and the effectiveness of the appointment of the Successor Trustee as the Successor Trustee, Paying Agent and Registrar under the Agreement. The Company hereby appoints and designates the Successor Trustee as the Successor Trustee, Paying Agent and Registrar under the Agreement as of the effective date of this Supplemental Agreement. The Successor Trustee hereby accepts such appointment and agrees to act in such capacities.

2. Amendments to Permit Successor Trustee to Serve. If to the extent required under the Agreement in order to permit the Successor Trustee to serve and qualify as the Trustee, the Agreement is hereby amended as follows:

(a) Notwithstanding any provision in the Agreement to the contrary, the types of organizations permitted to serve as Trustee

under the Agreement shall be expanded to include any corporation incorporated under Chapter 388, Acts of the 55th Legislature, Regular Session, 1957 (Article 1513a, Vernon's Texas Civil Statutes), as amended; and

(b) Notwithstanding any provision in the Agreement to the contrary, provided that the trustee satisfies the minimum capitalization requirements set forth in Section 310(a) (2) of the Trust Indenture Act, the separate eligibility requirements set forth in the Agreement with respect to the capital and surplus of the Trustee shall be deemed to have been satisfied if MCorp, the parent corporation of the affiliated group of corporations (as defined in Section 1504 of the Internal Revenue Code of 1986) of which the Trustee is a member, has filed an undertaking, pursuant to the Texas Substitute Fiduciary Act of May 25, 1987, C.H. 207, 1987 Texas Laws, with the Banking Commissioner of the State of Texas evidencing its irrevocable undertaking to be fully responsible for the acts and omissions of the Trustee, and such parent company satisfies such capital and surplus requirements. A copy of such undertaking is attached hereto as Exhibit 1, and the Resigning Trustee and Successor Trustee hereby represent such undertaking inures to the benefit of and may be enforceable by the Company, any holder of Trust Certificates and any other party which may have a claim against the Successor Trustee by reason of existing and future fiduciary acts and omissions of the Successor Trustee.

3. Representation; Confirmation of Transfer. Subject to the provisions of Paragraph 2 above, the Successor Trustee hereby represents that it is qualified under the provisions of Section 9.07 of the Agreement and eligible under the provisions of Section 9.08 of the Agreement. The Resigning Trustee hereby transfers to the Successor Trustee all of its right, title and interest in and to all of the Trust Equipment, Leases and Lease proceeds.

4. Further Assurances. Upon request of any party to this Supplemental Agreement, the other parties to this Supplemental Agreement shall execute and deliver such further instruments and do such further acts as may reasonably be necessary or advisable to more effectually carry out the purposes of this Supplemental Agreement.

5. Notices. If required by the Agreement, notices of this Supplemental Agreement, and the appointment of the Successor Trustee shall be delivered to the holders of the Certificates.

6. Continuation. Except as supplemented hereby, the Agreement remains in full force and effect in accordance with its terms.

7. Counterparts. This Supplemental Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Agreement to be effective as of May 31, 1989.

[SEAL]
Attest:

ACF INDUSTRIES, INCORPORATED

Gary K. Daulton

By:

Title:

Alfred D. Kingsley
Vice Chairman

DEPOSIT INSURANCE BRIDGE BANK SUCCESSOR
TO MBANK DALLAS

Attest:

Gracie Brotherton

By:

Title:

Lawrence G. Grogan
EXECUTIVE TRUST OFFICER

[SEAL]
Attest:

MTRUST CORP, N.A.

N. Patterson

By:

Title:

Timothy K. Kery
VICE PRESIDENT

STATE OF NEW YORK §
COUNTY OF NEW YORK §

Before me, the undersigned authority, on this day personally appeared ALFRED D. Kingsley, Vice Chairman of ACF Industries, Incorporated, who being by me first duly sworn declared that he is the person who signed the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 15TH day of June, 1989.

[Signature]
Notary Public, State of New York

My Commission Expires:

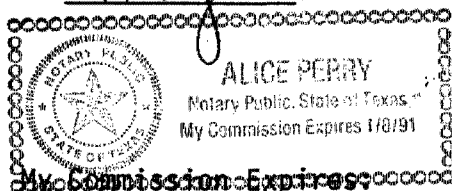
July 13, 1989

ELBA ACOSTA
Notary Public, State of New York
No. 6040000
Qualified in Westchester County
Commission Expires July 13, 1989

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Lonnie Diggs, Executive Trust Officer of Deposit Insurance Bridge Bank, who being by me first duly sworn declared that he is the person who signed the foregoing documents, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said national banking association.

Given under my hand and seal of office on this the 31st day of May, 1989.

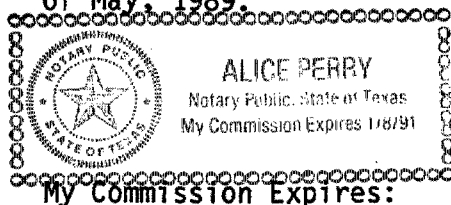


Alice Perry
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Timothy J. Adryan, Vice President of MTrust Corp, N.A., who being by me first duly sworn declared that he is the person who signed the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 31st day of May, 1989.



Alice Perry
Notary Public, State of Texas